



AdSense API

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AdSense API Terms and Conditions

This agreement (the "**AdSense API Agreement**" or this "**Agreement**") between You and Google consists of these Google AdSense API terms and conditions. In exchange for use of and access to Google proprietary AdSense API and its specifications You agree to be bound by the terms of this Agreement. AdSense APIs are a feature of Google AdSense program and a description of AdSense API program, as generally offered by Google, is available at <http://code.google.com/apis/adsense>, or such other URL as Google may provide from time to time. Any account creation, account management, and data collection or reporting using AdSense API is also governed by the AdSense Online terms and conditions between You and Google (Your "**AdSense Terms**"). "**Google**" in this Agreement means the Google entity with which You have entered into Your AdSense Terms (either Google Inc. or Google Ireland Limited) and its affiliates. "**You**" (including "**Your**" and "**Yours**") means any entity identified in an enrollment form submitted by the same or affiliated persons, and/or any agency or network acting on its (or their) behalf, which shall also be bound by the terms of this Agreement.

AdSense API and AdSense API Specifications are, as applicable, the intellectual property and proprietary information of Google. Your right to use, copy and to retain a copy of AdSense API and AdSense API Specifications is contingent on Your full compliance with this AdSense API Agreement. If You violate all or part of this AdSense API Agreement, Your access to AdSense API may be suspended or terminated without notice. If You decide to terminate Your agreement to all or part of this AdSense API Agreement, You shall immediately cease all use of AdSense API and destroy any copies of AdSense API Specifications, and if requested by Google, certify to Google such destruction.

I. Definitions

Using the "**AdSense API**" means: (A) the use of the mark-up language described in AdSense API Specifications (i) to access Google servers through AdSense API, (ii) to send information to AdSense accounts using an AdSense API Client, or (iii) to receive information from Google in response to AdSense API calls; and/or (B) the distribution or development of an AdSense API Client.

For the purpose of this AdSense API Agreement, an "**account owner**" means the owner of record of an account or a party who the owner of record has expressly authorized to access and manage that account.

"**AdSense API Client**" means any software approved by Google that can access or communicate with Google's servers using AdSense API Specifications.

"**AdSense API Data**" means any data or content obtained from Google using AdSense API, including advertising content.

"**AdSense API Specifications**" means all information and documentation Google provides specifying or concerning AdSense API specifications and protocols and any Google-supplied implementations or methods of use of AdSense API.

"**Developer Credentials**" means Your unique user name and password that You supply to Google to access Google servers through AdSense API Client.

"**Third Party**" means a party other than Google or You (including, without limitation, any database, software or service owned by or under the control of a party other than Google or You).

II. AdSense API Use

1. Permission to Use. You may use AdSense API to access Google servers only in accordance with the terms and conditions of this AdSense API Agreement and only with Your own Developer Credentials.
2. Non-Compliant AdSense API Clients. You shall not access AdSense API using an AdSense API Client that is not in full compliance with this AdSense API Agreement.

3. AdSense API Data.

- a. Transfer of AdSense API Data. You shall not sell, redistribute, sublicense or otherwise disclose or transfer to any Third Party all or any portion of AdSense API Data (except that You may disclose AdSense API Data from a particular AdSense account to the owner of that account if You are not the owner). The above sentence does not restrict the automated use or disclosure of AdSense API Data by an AdSense API Client that is in full compliance with this AdSense API Agreement.
 - b. API Materials. You shall not disclose all or part of any AdSense API Specification or Your Developer Credentials to any Third Party except Your agent(s) using such information solely on Your behalf solely in accordance with this AdSense API Agreement and under a written duty of confidentiality no less strict than Your duty of confidentiality required under this AdSense API Agreement. You take responsibility for any and all use and disclosure of AdSense API Specifications and Your Developer Credentials obtained through You.
 - c. Security. You shall use all reasonable efforts to keep all AdSense API Data, Your Developer Credentials and AdSense API Specifications in a secure environment at all times according to the highest security standards. All data transfer using AdSense API shall be secured using at least 128 Bit SSL encryption, or for transmissions directly to Google, at least as secure as the protocol being accepted by the AdSense API servers.
 - d. Data Collection. Except as expressly permitted by Google under a separate Google product or service feature, You shall not use any automated means (e.g., scraping and robots) other than AdSense API to access, query or otherwise collect Google-related information from Google, information relating to the AdSense program or any website owned or operated by Google or a site that displays Google advertising (collectively, "**Automated Information Access**").
4. No Guaranteed Access. Subject to Section II.6 (Deprecation), Google may suspend or terminate Your access to AdSense API for any or no reason at any time and will bear no liability for such decision. You are solely responsible at all times to backup Your data and to be prepared to manage Your account(s) without access to AdSense API. GOOGLE DOES NOT REPRESENT OR WARRANT, AND SPECIFICALLY DISCLAIMS, THAT ADSENSE API WILL BE AVAILABLE WITHOUT INTERRUPTION.
5. Google Monitoring. You acknowledge that Google may monitor any AdSense API activity for the purpose of ensuring quality, improving Google products and services, and compliance with these terms. You shall not interfere with such monitoring or otherwise obscure from Google Your AdSense API activity. Google may use any technical means to overcome such interference. However, Google is not responsible for monitoring or policing any dispute related to Your use of any Google services (including, without limitation, the Google APIs) that may arise between You and any AdSense account owner or other Third Party.
6. Deprecation. If Google in its discretion chooses to cease providing the current version of the AdSense API whether through discontinuation of the AdSense API or by upgrading the AdSense API to a newer version, the current version of the AdSense API will be deprecated and become the "**Deprecated Version**" of the AdSense API. Google will issue an announcement if the current version of the AdSense API will be deprecated. For a period of 6 months after an announcement (the "**Deprecation Period**"), Google will use commercially reasonable efforts to continue to operate the Deprecated Version of the AdSense API and to respond to problems with the Deprecated Version of the AdSense API deemed by Google in its discretion to be critical.
- a. During the Deprecation Period, no new features will be added to the Deprecated Version of the AdSense API. Google reserves the right in its discretion to cease providing all or any part of the Deprecated Version of the AdSense API immediately without any notice if:
 - i. Google reasonably believes you have breached any provision of this AdSense API Agreement; or
 - ii. Google is required to do so by law (for example, due to a change to the law governing the provision of the Deprecated Version of the AdSense API); or
 - iii. the Deprecated Version of the AdSense API relies on data or services provided by a third party partner and the relationship with such partner (i) has expired or been terminated or (ii) requires Google to change the way Google provides the data or services through the Deprecated Version of the AdSense API; or
 - iv. providing the Deprecated Version of the AdSense API could create a substantial economic burden as determined by Google in its reasonable good faith judgment; or
 - v. providing the Deprecated Version of the AdSense API could create a security risk or material technical burden as determined by Google in its reasonable good faith judgment.
 - b. Google is constantly innovating in order to provide the best possible experience for its users. At any time prior to discontinuing the current version of the AdSense API or upgrading to a new version of the AdSense API, Google may, in its reasonable discretion as part of this continuing innovation, label certain features or functionality of the AdSense API as "experimental." This Section II.6 of the AdSense API Agreement will not apply to any features or functionality labeled as "experimental."

AdSense API Client Development and Distribution

1. Permission to Use. You may use AdSense API and AdSense API Specifications to develop and distribute an AdSense API Client to AdSense account owner(s) only in accordance with the terms and conditions of this AdSense API Agreement.
2. Non-Compliant AdSense API Clients. Any and all AdSense API Client (and its development and distribution) shall fully comply with this AdSense API Agreement at all times.
 - a. Access and Use Restrictions.
 - i. Subject to the exceptions set forth in subsections (ii)-(iv) below, an AdSense API Client shall not enable or allow any party to access or use: (a) any AdSense account, AdSense user name and/or passwords (including Developer Credentials), AdSense API Data or any other information of another party; (b) any data obtained through Automated Information Access; or (c) any AdSense API Specifications.
 - ii. AdSense API Clients may disclose AdSense API Data of an AdSense account to the account owner (but not disclose AdSense API Data in raw or an unmodified form).
 - iii. AdSense API Clients may use AdSense API Data collected for the then-current authorized account owner using Your then-current Developer Credentials.
 - iv. AdSense API Clients may transfer AdSense API Data they collect to a database exclusively accessible, owned and controlled by the party whose Developer Credentials were used to obtain that data. AdSense API Data in such database may only be accessed: (1) by AdSense API Clients in full compliance with this Agreement, (2) by intermediary tools whose sole purpose is to analyze data for or supply data to an AdSense API Client in full compliance with this AdSense API Agreement, or (3) by reporting tools to produce reports only for the account owner of the AdSense account from which AdSense API Data was received. Such databases shall be fully secure at all times and, unless owned and operated by You, each owner and operator of all such intermediary and reporting tools acting on Your behalf shall be under a written duty of confidentiality no less strict than Your duty of confidentiality required under this AdSense API Agreement.
 - b. Aggregate Information. Notwithstanding anything to the contrary in this AdSense API Agreement, AdSense API Clients may only use or transfer AdSense API Data (i) as expressly permitted by this AdSense API Agreement, or (ii) in the case of a disclosure of AdSense account information, to that account owner. Unless approved by Google in writing, AdSense API Clients may not use or transfer AdSense API Data, including without limitation any data related to account owners, in aggregate form, even when such data cannot be correlated to specific users or accounts.
 - c. Personally Identifiable Information. AdSense API Client shall not collect personally identifiable information of any party unless it first informs the party about the types of information being collected and how that information may be used and then obtains such party's express permission to do so. Personally identifiable information includes, but is not limited to, any party's account information associated with the services You are providing through AdSense API Client. In addition, You must have and abide by an appropriate privacy policy that clearly discloses that Third Parties may be placing and reading cookies on users' browsers, or using web beacons to collect information, in the course of ads being served on account owners' websites. Your privacy policy should also include information about user options for cookie management.
 - d. Co-Mingling. AdSense API Client shall not co-mingle or associate any AdSense API Data or AdSense API input fields collected for the then-current authorized account owner using Your then-current Developer Credentials with the content of third parties. All AdSense API Data shall be displayed in AdSense API Client so that it is visually separate from any non-Google content.
 - e. Delayed Data. AdSense API Client shall prominently disclose in AdSense API Client the extent of any time delay applicable to the information displayed.
 - f. Most Current API. Except as expressly provided in this section, for all AdSense API Clients, including those applications that are not web-based, You shall (1) only use and comply with the most current version of AdSense API (a "Current AdSense API Version"), and (2) update promptly but no more than 6 months immediately following each release of a Current AdSense API Version. You shall not use and distribute any AdSense API Client using a non-Current AdSense API Version after 6 months following each release of a Current AdSense API Version. During the 6 months following each release of a Current AdSense API Version, You shall promptly notify and provide an easy way for account owners associated with Your Developer Credentials who are using applications that are not web-based to upgrade to the AdSense API Client that uses the Current AdSense API Version. Google may cease supporting non-Current AdSense API Versions within 6 months following each release of a Current AdSense API Version.

- g. Minimum Functionality. At minimum, all AdSense API Clients shall provide functionality that enables: (i) You and/or an account owner to create valid AdSense account(s), (ii) an account owner to associate applicable AdSense account(s) with the services You provide using Your Developer Credentials, (iii) the implementation of AdSense advertisements in connection with such AdSense account(s), and (iv) an account owner to substitute or add new AdSense account(s) associated with the services You provide using Your Developer Credentials. Google reserves the right to immediately terminate this Agreement and/or Your access to AdSense API or any portion or feature thereof for any failure of Your AdSense API Client(s) to provide the minimum functionality described in this section.
 - h. Security. Each AdSense API Client shall have adequate protections in order to keep secure and prevent the interception of all AdSense API Data, Developer Credentials, AdSense API Specifications, and any party's personally identifiable information. All such information shall be kept secure at all times according to the highest security standards. All AdSense API Clients shall transmit such information with a protocol at least as secure as 128 Bit SSL encryption, or for transmissions directly to Google, at least as secure as the protocol being accepted by the AdSense API servers.
 - i. Data Collection. AdSense API Client shall not enable or otherwise permit any Automated Information Access.
 - j. Compliance with Law. AdSense API Client shall comply with all applicable laws, rules and regulations and any third party's rights and shall not operate in a manner that is, or that a user of AdSense API Client would reasonably consider, deceptive, unethical, false or misleading.
 - k. Duty not to Interfere. AdSense API Client shall not interfere or attempt to interfere in any manner with the proper working of AdSense API.
 - l. Google Monitoring. AdSense API Client shall not, and shall not attempt to, interfere with Google monitoring of AdSense API activity or otherwise obscure from Google AdSense API activity. Google may use any technical means to overcome such interference, including, without limitation, suspending or terminating access to AdSense API by AdSense API Client.
3. API Client Branding.
- a. Logo Use Restrictions. If You intend to use the Google AdSense logo (the "**AdSense Logo**"), to maintain consistency and preserve the Google brand identity, You should refer to https://www.google.com/adsense/static/images/google_sm.gif, or such other location designated by Google from time to time to download an authorized version of the Google AdSense logo for use. Any use of the AdSense Logo shall comply with this AdSense API Agreement and the branding guidelines at <http://www.google.com/permissions/guidelines.html> (or such other URL Google may provide from time to time). The following basic principles govern the use of the Google name and logo in conjunction with AdSense API:
 - i. Google name and AdSense Logo should be associated with AdSense API only.
 - ii. The AdSense Logo may never appear next to or on the same page with the logos of any web search service other than Google. Nor may the AdSense Logo appear in a pull down menu that includes the names or logos of any other Internet search service or sponsored advertisement provider. There are no exceptions to this rule.
 - iii. If the AdSense Logo appears in connection with a Web page or AdSense API Client, it may never be the largest logo on such Web page or AdSense API Client. The Web page shall clearly be identified as belonging to You.

You may not use Google brand elements such as the "I'm Feeling Lucky" button and customized versions of the Google logo appearing on Google.com (typically for holidays). Google logos, including the AdSense Logo, may never be used in conjunction with logos of any third party Internet search or sponsored advertisement provider. Google logos, including the AdSense Logo, can never be used in conjunction with any third-party logos, including the Developer's logos, without Google's prior written consent.
 - b. Brand Feature Rules. Except as expressly set forth above, this AdSense API Agreement does not grant You any rights to any Google Brand Feature (defined below). Google may withdraw any license to any Google Brand Features at any time for any or no reason. You shall not alter Google Brand Features in any way at any time (for example, changing color or size) without Google's prior written permission. You shall not display Google Brand Features on, or associate Google Brand Features with, any adult or illegal content. Goodwill in Google Brand Features will inure only to Google's benefit and You obtain no rights with respect to any of them. You irrevocably assign and will assign to Google any right, title and interest that You obtain in any of Google's Brand Features. You shall not at any time challenge or assist others to challenge Google Brand Features or their registration (except to the extent You cannot give up that right by law) or attempt to register any trademarks, marks or trade names confusingly similar to Google's. "**Google Brand Features**" means the trade names, trademarks, service marks, logos, domain names and other distinctive brand features of Google,

including, without limitation, the AdSense Logos. This paragraph survives any termination or expiration of this AdSense API Agreement.

IV. AdSense APIs in General

1. No Continuous Standard. Subject to Section II.6 (Deprecation), Google may suspend or terminate Your access to AdSense API, or change any or all of AdSense API, protocols or methods of access to AdSense API or AdSense API Specifications for any or no reason and is not liable to You for such decision.
2. Client Software Principles. Your development and distribution of any software application that accesses Google, including, without limitation, Your development or distribution of any AdSense API Client, shall at all times comply with the software principles set forth at http://www.google.com/corporate/software_principles.html (or such other URL Google may provide from time to time).
3. Compliance with Law and Policies. You are responsible for complying with all applicable laws, rules and regulations, all third party rights and all Google policies. You shall not use AdSense API in a manner that violates such laws, rules and regulations, Third Parties' rights or any Google policies or in a manner that is deceptive, unethical, false or misleading.
4. Duty not to Interfere. You shall not interfere or attempt to interfere in any manner with the proper workings of AdSense API.
5. Usage and Quotas. Google may, in its sole discretion, set a quota of operations on Your AdSense API usage. You shall not attempt to exceed automated use-quota restrictions. You shall not attempt to aggregate Your use or representation of AdSense accounts primarily for the purpose of manipulating Your AdSense API use-quotas.
6. Payments.
 - a. Conditions. Google will deliver public service advertisements in lieu of Google AdSense ads to any AdSense account owner associated with Your Developer Credentials that has not agreed to the AdSense Terms or otherwise completed the AdSense program sign-up process. You acknowledge and agree that You will not be eligible for payment for AdSense activity linked to Your Developer Credentials until the AdSense account owner associated with that activity has completed the Google AdSense program sign-up process and affirmatively agree to the then-current AdSense Terms.
 - b. Referral Payment. You may receive a one-time referral payment for each new AdSense account owner who registers for AdSense program through Your AdSense API Client, agrees to the AdSense Terms and completes the AdSense program sign-up process. Specifically, if, within the first 180 days of such new AdSense account owner's participation in the AdSense program, the AdSense account owner (i) earns \$5 in valid AdSense revenue, as determined by Google, You will receive a one-time payment of \$5; and (ii) is paid \$100 in valid AdSense revenue, as determined by Google, You will receive a one-time payment of \$250. The two foregoing valid AdSense revenue thresholds of \$5 and \$100 are cumulative, which means You can receive a one-time payment of \$5 and \$250 for a total of \$255 from the valid AdSense revenue of the same AdSense account owner if such thresholds are met within the first 180 days of such account owner's participation in the AdSense program, as determined by Google. In addition, if 25 new AdSense account owners who have agreed to the AdSense Terms, completed the AdSense program sign-up process and registered for AdSense program through Your AdSense API Client, respectively, are each paid \$100 in valid AdSense revenue within the first 180 days of their respective participation in the AdSense program, as determined by Google, You will receive a one-time payment of \$2000 in addition to other referral payment(s) You may receive.
 - c. Share of AdSense Account Owner Revenue. In addition to the referral fees above, You may select to receive 0% up to 75% of valid AdSense revenue payment otherwise payable to the applicable AdSense account owner(s) associated with Your Developer Credentials ("**Your Percentage**"). Your Percentage will be disclosed to AdSense account owners during their AdSense program sign-up process with Google. You shall disclose Your Percentage accurately, clearly and conspicuously to AdSense account owners associated with Your Developer Credentials at all times. Additional information on revenue sharing can be found at <http://code.google.com/apis/adsense/revenuesharing.html> (or such other URL as Google may provide from time to time).
 - d. General. Unless otherwise agreed to by the parties in writing (including by electronic mail) or expressly provided otherwise in this Agreement, payments to You shall be sent by Google within approximately thirty (30) days after the end of each calendar month that You participate in AdSense API. In the event the AdSense API Agreement is terminated, Google shall pay Your earned and not yet paid balance to You within approximately ninety (90) days after the end of the calendar month in which the AdSense API Agreement is terminated by You (following Google's receipt of Your written request, including by email, to terminate the AdSense API Agreement as described in Section IV(16) below) or by Google. Notwithstanding the foregoing, Google shall not be liable for any payment based on any AdSense account creations that result from invalid

registrations generated by any person, bot, automated program or similar device, as reasonably determined by Google, including, without limitation, any registrations (i) originating from Your IP addresses or computers under Your control, or (ii) solicited by payment of money or false representation. Google reserves the right to withhold payment or charge back Your account due to any of the foregoing or any breach of this AdSense API Agreement by You, pending Google's reasonable investigation of any of the foregoing or any breach of this AdSense API Agreement by You. In addition, if Google is unable to process payments due to changes in the AdSense API implementation originally created by the AdSense API Client on the account owner's property, Google shall not be liable for payment to You in connection with that account owner's property. If You are past due on any payment to Google in connection with any Google program (including, without limitation, the Google AdWords program), Google reserves the right to withhold payment until all outstanding payments have been made or to offset amounts owed to You in connection with the AdSense API program by amounts You owe to Google. To ensure proper payment, You are solely responsible for providing and maintaining accurate contact and payment information associated with Your account. For U.S. taxpayers, this information includes without limitation a valid U.S. tax identification number and a fully-completed Form W-9. For non-U.S. taxpayers, this information includes, without limitation, either a signed certification that the taxpayer does not have U.S. Activities (as described on the Google AdSense: Tax Information Page, located at <https://www.google.com/adsense/taxinfo>, or such other URL as Google may provide from time to time) or a fully-completed Form W-8 or other form which may require a valid U.S. tax identification number, as required by U.S. tax authorities. Any bank fees related to returned or cancelled checks due to a contact or payment information error or omission may be deducted from the newly issued payment. You agree to pay all applicable taxes or charges imposed by any government entity in connection with Your participation in the AdSense program. Google may change its pricing and/or payment terms at any time as described in Section IV(17) of the AdSense API Agreement below. If You dispute any payment made under the AdSense API program, You must notify Google in writing within thirty (30) days of any such payment; failure to so notify Google shall result in the waiver by You of any claim relating to any such disputed payment. Note that all payments are subject to the limitations and conditions specified in Section IV(18) of the AdSense API Agreement. Payment shall be calculated solely based on records maintained by Google. No other measurements or statistics of any kind shall be accepted by Google or have any effect under this Agreement. The payments made under this Agreement are for use by You only and may not be transferred or in any manner passed on to any third party (i.e., distributed to AdSense account owners whose accounts You manage) unless expressly authorized in writing (including electronic mail) by Google.

7. Payment Disclosure Obligation. Before You create, collect data for, provide reports for or otherwise manage any AdSense account, You shall disclose to the applicable AdSense account owner that You will receive a percentage of that account owner's revenue payment that Google would otherwise pay directly to such account owner.
8. AdSense Terms. All participants in the AdSense program shall agree to the then-current AdSense Terms. In the event an AdSense account owner fails to re-accept the modified AdSense Terms in the manner required by Google, Google reserves the right to immediately terminate that AdSense account owner in its sole discretion.
9. Technical Support. Subject to the terms of this AdSense API Agreement, Google will provide technical support services to You in connection with the integration of AdSense API with Your Web site(s). Google will provide all support services related to AdSense accounts to the applicable AdSense account owner, except Google will escalate to You (to the email address You provide) any issues related to Your implementation of AdSense API. Prior to making any support request to Google, You agree to first use reasonable efforts to fix any error, bug, malfunction, or network connectivity defect on Your own without escalation to Google. Thereafter, You may submit a written request for technical support to the email address specified by Google in AdSense API Specifications, or to any other email address Google may provide from time to time. In addition, You may display on Your website a link to Google's help center as provided by Google.
10. No Implied Rights. Other than expressly granted herein, this AdSense API Agreement does not grant either party any intellectual property or other proprietary rights. You hereby release and covenant not to sue Google and its corporate affiliates and any of their licensees, assigns or successors, for any and all damages, liabilities, causes of action, judgments, and claims (a) pertaining to any intellectual property You develop that is based on, uses, or relates to AdSense API; and (b) which otherwise may arise in connection with Your use of, reliance on, or reference to AdSense API. As between You and Google, Google and its applicable licensors retain all intellectual property rights (including all patent, trademark, copyright, and other proprietary rights) in and to AdSense API Specifications, all Google websites and all Google services and any derivative works in connection therewith. All license rights granted herein are not sublicenseable, transferable or assignable unless otherwise stated herein.
11. Non-exclusive. This AdSense API Agreement is a non-exclusive agreement. You acknowledge that Google may be developing and may develop products or services that may compete with this AdSense API, AdSense API Clients or any other products or services.
12. Publicity. You agree that Google may use Your name and/or logo in presentations, marketing materials, customer lists, financial reports, Web site listings of customers, research and marketing case studies and other marketing-

related activities. You may not issue any public announcement regarding the existence or content of this AdSense API Agreement without Google's prior review and written approval, in Google's sole discretion.

13. Third Party Opt Out. You understand that each Google AdSense account owner whose account(s) You are accessing through AdSense API may disassociate their accounts from Your services and regain exclusive control of their AdSense accounts at any time. You may not charge or otherwise impose any condition or penalty upon any AdSense account owner in connection with any disassociation of an AdSense account from Your services.
14. Confidentiality. You agree not to disclose Google Confidential Information without Google's prior written consent. "**Google Confidential Information**" includes, without limitation: (a) all Google software, technology, programming, specifications, materials, guidelines and documentation relating to AdSense API and the AdSense program; (b) AdSense API Data; and (c) any other information designated in writing by Google as "Confidential" or an equivalent designation. However, You may accurately disclose to AdSense account owners whose accounts You are managing the percentage of such account owner's revenue that Google pays to You as described in Section IV(7) above. Google Confidential Information does not include information that has become publicly known through no breach by You or Google, or information that has been (i) independently developed without access to Google Confidential Information as evidenced in writing; (ii) rightfully received by You from a third party who has the lawful right to disclose such information; or (iii) required to be disclosed by law or by a governmental authority.
15. Indemnification. You shall indemnify, defend and hold Google, its agents, suppliers, affiliates, and licensors harmless from any claim, costs, losses, damages, liabilities, judgments and expenses (including reasonable fees of attorneys and other professionals), arising out of or in connection with any claim, action or proceeding (any and all of which are "**Claims**") arising out of or related to any act or omission by You in using the Google AdSense API, or relating to the development, operation, maintenance, use and contents of an AdSense API Client, including, but not limited to, any infringement of any third-party proprietary rights. At Google's option, You shall assume control of the defense and settlement of any Claim subject to indemnification by You (provided that, in such event, Google may at any time thereafter elect to take over control of the defense and settlement of any such Claim, and in any event, You shall not settle any such Claim without Google's prior written consent).
16. Termination. Any licenses contained in this AdSense API Agreement will terminate automatically without notice if You fail to comply with any provision of this AdSense API Agreement. Subject to Section II.6 (Deprecation), Google reserves the right to terminate this Agreement or discontinue AdSense API or any portion or feature thereof for any or no reason and at any time without liability to You. You may terminate this AdSense API Agreement with or without cause at any time by sending written notice of Your desire to cancel Your participation in the AdSense API program to adsense-support@google.com (or otherwise provided by Google from time to time). This Agreement will be deemed terminated within ten (10) business days of Google's receipt of Your notice. Upon any termination or notice of any discontinuance, You shall immediately stop and thereafter desist from using AdSense API or distributing or developing AdSense API Clients and delete all AdSense API Specifications in Your possession or control (including, without limitation, from Your AdSense API Client(s) and Your servers). Google may independently communicate with any AdSense account owner whose account(s) are associated with Your Developer Credentials to provide notice of both the termination of Your right to use AdSense API and the display of any advertisements associated with Your Developer Credentials. Sections I, II (2), (3)(b)-(d), (4) and (5), III (2) and (3), and IV hereto shall survive any termination or expiration of this Agreement and will continue to bind You in accordance with their terms.
17. Modification. Google may modify any of the terms and conditions contained in this AdSense API Agreement at any time and in its sole discretion by posting a change notice to Your account, changing the AdSense API terms and conditions linked from Google's AdSense API home page, emailing to the email address of Your AdSense account or account associated with Your Developer Credentials or otherwise notifying You. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED USE OF ADSENSE API, CONTINUED POSSESSION OF A COPY OF ADSENSE API SPECIFICATIONS OR CONTINUED DEVELOPMENT OR DISTRIBUTION OF AN ADSENSE API CLIENT FOLLOWING POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON OUR SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.
18. Disclaimer and Limitation of Liability. GOOGLE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, FOR NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PURPOSE. GOOGLE SHALL NOT BE RESPONSIBLE AND SHALL HAVE NO LIABILITY FOR ANY CHANGES MADE TO THE ADSENSE API IMPLEMENTATION ORIGINALLY CREATED BY THE ADSENSE API CLIENT ON THE ACCOUNT OWNER'S PROPERTY. GOOGLE SHALL HAVE NO DIRECT, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR OTHER LIABILITY WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, UNDER THIS ADSENSE API AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LIABILITY AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN THE EVENT THAT THE FOREGOING IS NOT ENFORCEABLE, GOOGLE'S AGGREGATE LIABILITY UNDER THIS AGREEMENT IS LIMITED TO AMOUNTS PAID OR PAYABLE TO GOOGLE BY YOU FOR THE ADSENSE API SERVICES IN THE MONTH PRECEDING THE CLAIM.

19. Release. If You have a dispute with one or more Google AdSense account owners, You release Google (and its officers, directors, agents, affiliates, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. If You are a California resident, You waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."
20. Miscellaneous. The AdSense API Agreement is governed by California law, except for California's conflicts of laws principles, and all claims arising out of or relating to this Agreement or the Google services and programs shall be litigated exclusively in the federal or state courts of Santa Clara County, California, USA, and You and Google consent to personal jurisdiction in those courts. The AdSense API Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. Any conflicting or additional terms contained in prior or collateral documents, including, without limitation, any AdSense agreement between You and Google, or any oral discussions, are void. You may grant approvals, permissions and consents to Google by email, but any modifications by You to this AdSense API Agreement shall be made in a writing (not including email) executed by both parties. Any notices to Google shall be sent to our corporate headquarters address as set forth on our website via first class or air mail or overnight courier, and is deemed given upon receipt. A waiver of any default is not a waiver of any subsequent default. Unenforceable provisions will be modified to reflect the parties' intention, and remaining provisions of the AdSense API Agreement will remain in full effect. You shall not assign or otherwise transfer any of Your rights or delegate Your obligations hereunder and any such attempt is null and void. You and Google are not legal partners or agents, but are independent contractors.

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